

# Agenda Item Form

Agenda Date: OCT 12, 2004

Districts Affected: 8

Dept. Head/Contact Information: Byron E. Johnson

## Type of Agenda Item:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Resolution                          | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements          | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement    | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use        | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements               | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input checked="" type="checkbox"/> Other <u>Termination</u> |   |  |

## Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☐ Other Source: \_\_\_\_\_

## Legal:

- ☐ Legal Review Required      Attorney Assigned (please scroll down): None      ☐ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

Termination of Security Services - Museum of Art

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

\_\_\_\_\_

Statutory or Citizen Concerns:

\_\_\_\_\_

Departmental Concerns:

\_\_\_\_\_

DATE: October 7, 2004  
TO: Municipal Clerk  
FROM: Byron E. Johnson, C.P.M.  
Director of Purchasing x 4313  
THRU: Aurora Wells  
Interim Bid Clerk ext. 4038



Pease place the following item on the **REGULAR** agenda for the Council Meeting of **OCTOBER 12, 2004.**

**RESOLUTION:**

The Director of Purchasing Requests that Mayor and Council terminate Contract No. 2002-178 with Initial Security and that the Director of Purchasing is hereby authorized to notify Initial Security, that the City is terminating Contract No. 2002-178 pursuant to the provisions and requirements of Section C. No. 17 of the Contract Clauses, Availability of Funds and that the termination shall be effective as of October 17<sup>th</sup> 2004.

The vendor will be notified and the services will no longer be required at this time.

Department: Museum of Art

Contact person: Ray Heredia, Procurement Analyst at 541-4316.

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AGENDA FOR: **OCTOBER 12, 2004**


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## PURCHASING DEPARTMENT

DATE: September 23, 2004

TO: Municipal Clerk

FROM: Byron E. Johnson, C.P.M.  
Director of Purchasing

Ray Heredia   
Procurement Analyst

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Please place the following item on the REGULAR COUNCIL AGENDA for the Council Meeting of Tuesday, October 12, 2004

Item should read as follows: The Director of Purchasing Requests that Mayor and Council terminate Contract No. 2002-178 with Initial Security and that the Director of Purchasing is hereby authorized to notify Initial Security, that the City is terminating Contract No. 2002-178 pursuant to the provisions and requirements of Section C. No. 17 of the Contract Clauses, Availability of Funds and that the termination shall be effective as of October 17<sup>th</sup> 2004.

The vendor will be notified and the services will no longer be required at this time.

Department: Museum of Art

SPECIAL INSTRUCTIONS: \_\_\_\_\_

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City's Clerk Use

ITEM No. \_\_\_\_\_

September 17, 2004

Ray Heredia  
City of El Paso – Purchasing Department  
El Paso, TX

RE: Initial Security Contract



Please be advised that the Museum of Art is requesting cancellation of the security contract due to lack of funding.

A handwritten signature in black ink, appearing to read "Becky Duval Reese".

Becky Duval Reese  
Director  
El Paso Museum of Art

information from an authorized representative of the federal, state or local government.

17. AVAILABILITY OF FUNDS:

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available, the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there shall be no penalty nor removal charges incurred by the City.

18. VENUE.

Both parties agree that venue for any litigation arising from this contract shall lie in El Paso, El Paso County, Texas.

19. CONTRACT ADMINISTRATION.

Administration of this Contract, on behalf of the City of El Paso, is the responsibility of Ray Heredia, Procurement Analyst, Purchasing Department, who is your point of contact for general information or specific matters concerning the administration of this contract. Mr. Heredia can be reached by telephone at (915) 541-4315, or by FAX at (915) 541-4347. Correspondence should be addressed to: The City of El Paso, Purchasing Department, Attn: Ray Heredia, P. O. Box 1919, El Paso, TX 79999-1919. Please refer to Bid Number or Contract Number in all correspondence.

20. LIABILITY INSURANCE

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas public liability insurance, a) covering contractor and its employees in the amount of \$500,000 and b) for the protection of the general public and the City in the amount of \$1,000,000 per occurrence for bodily injury or wrongful death and \$1,000,000 per occurrence for property damage.

With respect to the above required insurance, the City of El Paso and its officers and employees shall be named as additional insureds as their interests may appear. The City shall be provided with 60 days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least 15 days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

City of El Paso  
Purchasing Department  
Attn: Ray Heredia  
P. O. Box 1919  
El Paso, Texas 79999-1919

Failure to submit insurance certification may result in contract cancellation.

23. **ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION [SERVICE CONTRACTS].**

If the Director of Purchasing determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of

## RESOLUTION

**WHEREAS**, the City awarded Contract No. 2002-178 to Initial Security, on June 11, 2002, for Security Guard Services For Museum Of Art; and

**WHEREAS**, due to budgetary restraints and lack of funds to continue procurement of services under said contract, the City of El Paso hereby desires to terminate the Contract pursuant to the Availability of Funds Clause under the Contract; and

**WHEREAS**, pursuant to Section C, No. 17 of the Contract (Availability of Funds), the City is authorized to terminate the Contract in event that funds do not become available to continue with Contract; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the Director of Purchasing is hereby authorized to notify Initial Security, that the City is terminating Contract No. 2002-178 pursuant to the provisions and requirements of Section C. No. 17 of the Contract Clauses, Availability of Funds and that the termination shall be effective as of October 17<sup>th</sup> 2004.

**PASSED AND APPROVED this 12<sup>th</sup> day of October, 2004.**

**THE CITY OF EL PASO**

\_\_\_\_\_  
Joe Wardy  
Mayor

**ATTEST:**

\_\_\_\_\_  
Richarda D. Momsen  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ruth Reyes  
City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Byron E. Johnson, C.P.M.  
Director of Purchasing